

23-UTL06-10/11

March 27, 2017

This instrument prepared by

ROBIN D. DERR

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 804.5

SECTION 7504-109

F.P. NO.

STATE ROAD 527

COUNTY ORANGE

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T. and CITY OF ORLANDO, hereinafter called Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the F.D.O.T; and

WHEREAS, the F.D.O.T. is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and F.D.O.T. agree as follows:

Utility subordinates any and all of its interest in the lands as follows, viz:

PARCEL NO. 804

SECTION 7504-109

A parcel of land being a portion of Lots 1 and 4 of SHOPPES OF ORANGE, according to the plat thereof as recorded in Plat Book 79, Page 103, Public Records of Orange County, Florida, lying in Section 1, Township 23 South, Range 29 East, being more particularly described as follows: BEGIN at the Southwest corner of Lot 1 of said SHOPPES OF ORANGE, point also being the Northwest corner of Lot 4 of said SHOPPES OF ORANGE; thence North 01° 07' 02" West, along the West line of said Lot 1 and East right of way line of Orange Avenue (State Road 527, 80.00 feet wide right of way according to State of Florida State Road Department Right of Way Map Section Number 7504-109), for a distance of 134.52 feet to the Northwest corner of said Lot 1; thence North 89° 30' 17" East, along the North line of said Lot 1, a distance of 2.72 feet; thence, departing said North line, South 01° 01' 04" East a distance of 97.10 feet; thence South 67° 50' 57" East for a distance of 5.38 feet; thence South 28° 26' 20" East for a distance of 5.78 feet; thence South 22° 43' 37" East for a distance of 6.19 feet; thence South 00° 55' 26" East for a distance of 23.90 feet; thence South 89° 40' 51" West for a distance of 5.72 feet; thence South 41° 14' 22" West for a distance of 9.83 feet to a point on the West line of said Lot 4 and East line of said Orange Avenue; thence North 01° 07' 02" West, along West line of said Lot 4 and East line of said Orange Avenue, for a distance of 6.71 feet to the POINT OF BEGINNING.

Contains 697 square feet, more or less.

This legal description prepared under the direction of:

Billy Joe Jenkins, Jr., Florida Surveyor and Mapper, licensed number 5205

Benchmark Surveying and Mapping, LLC – LB # 7874

3110 Red Fox Run

Kissimmee, Florida 34746

December 4, 2016

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RECORDED

| INSTRUMENT | DATE | FROM | TO | O.R. BOOK/PAGE |
|------------|------------|---|-----------------|---------------------------|
| EASEMENT | 02/03/1961 | O.W. CREW AND AGATHA CREW AND ARLENE CREWS SANDERSON | City of Orlando | 889/390 |
| EASEMENT | 06/04/2013 | SHOPPES OF ORANGE dedication of Plat | City of Orlando | Plat Book 79, page 103 |

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The Utility agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T., and without waiving the grant of sovereign immunity or the limits of liability established by Ch. 768, Florida Statutes and Florida law, to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
 in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
 OF TRANSPORTATION

 SIGNATURE LINE
 PRINT/TYPE NAME: _____

By: _____
 Rick E. Morrow, P.E.
 District Director Of
 Transportation Development
 for District Five
 719 S. Woodland Blvd.
 DeLand, Florida 32720

 SIGNATURE LINE
 PRINT/TYPE NAME: _____

Legal Review

By: _____
 Office of the General Counsel

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STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Rick E. Morrow, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF ORLANDO, FLORIDA

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____
Its Mayor

SIGNATURE LINE
PRINT/TYPE NAME: _____

ATTEST: _____
Its City Clerk
ADDRESS OF GRANTOR:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME:
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:
Serial No., if any: